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76-77

A G R E E M E N T

This AGREEMENT made on this Twenty-first day of September, 1976, by and between the Judges of the County Court of Mercer County, New Jersey, and their successors (hereinafter referred to as the "Judges") and the Teamsters Union, Local 102, (hereinafter referred to as the "Union"). The parties to this Agreement agree to abide by all applicable laws and rules that have the force and effect of law, that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex or national origin.

1. The Judges recognize the Union pursuant to the Laws 1968, Chapter 303 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the Mercer County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview\* of the Judges pursuant to N.J.S.A. 2A:168-5, 7 and 8. The continued exclusion of Principal Probation Officers from the provisions of this Agreement is without prejudice, pending a final determination of the question of whether such supervisory employees may be represented in collective bargaining negotiations by an employee organization that admits non-supervisory personnel to membership.

2. Effective January 1, 1976, the salary schedule for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to N.J.S.A. 2A:168-8, will be as follows:

	Probation Officer	Senior Probation Officer
Step #1 - Starting Salary	\$10,275	\$11,875
#2	10,892	12,582
#3	11,395	13,164
#4	11,898	13,747
#5	12,401	14,330
#6	12,904	14,913
#7	13,302	15,495
#8		15,954

Effective January 1, 1976, each officer will have added to their salary an increment sufficient to adjust their salary to the new salary for their title and step as indicated in the above salary schedules except those officers who, as of December 31, 1975, were between steps #1 and #2 on the above salary schedule for Probation Officers. Those Officers will receive a salary of \$10,586 annually.

Effective January 1, 1977, the salary schedule for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to N.J.S.A. 2A:168-8, will be the above schedule increased by a percentage equal to 1/2 of the percentage increase in the New York/Northeastern New Jersey index during the 1976 calendar year. The consumer price index is published monthly by the Bureau of Labor Statistics of the U. S. Department of Labor.

Effective January 1, 1977, each officer who has satisfactorily completed one full year service in his title as of January 1, 1977 will have added to his salary, an increment sufficient to adjust his salary upwards to the next higher step

in the adjusted salary schedules. Those officers who have not satisfactorily completed one full year service in their title as of January 1, 1977, will have added to their salary, an increment sufficient to adjust their salary to the new salary for their title, and step as indicated in the adjusted salary schedules. Effective January 1, 1977, each new Probation Officer who has satisfactorily completed at least six full months of service but less than one full year of service as of January 1, 1977 will receive a salary equal to 1/2 of the sum of the salaries for Step #1 and Step #2 in the adjusted salary schedule for Probation Officers in effect for calendar year 1977.

3. All Probation Officers and Senior Probation Officers who have, or who shall hereinafter obtain, a Master's Degree in a field of study related to probation work, shall receive, effective January 1, 1976, in addition to their base salary above, the sum of three hundred and fifty (\$350) dollars per year, and effective January 1, 1977, four hundred (\$400) dollars per year, pro-rated where applicable from the date of conferral of the Degree, and, all Probation Officers and Senior Probation Officers who have, or shall hereinafter obtain, a Doctoral Degree in a field of study related to probation work shall receive, effective January 1, 1976, in addition to their base salary above, the sum of six hundred and fifty (\$650) dollars per year, and effective January 1, 1977, the sum of seven hundred (\$700) dollars per year pro-rated where applicable from the date of conferral of the Degree; to be promulgated by order of the said Judges, pursuant to N.J.S.A. 2A:168-8. The above education benefits are effective, providing they are not in violation of any statute, court rule or Civil Service regulation.

The Judges shall determine which fields of study are related to probation work as the occasion requires.

4. Probation Officers, while in attendance at meetings, conferences and training courses in other counties and states, and when 35 miles or more away from the Mercer County Court House on official business during the normal meal hours set forth below, when approved by the Chief Probation Officer, shall be entitled to a meal allowance of \$2.00 for breakfast; \$3.00 for lunch; and \$6.50 for supper.

The normal meal hours are as follows:

Breakfast - 7:00 A.M. to 8:00 A.M.

Lunch - 12 noon to 1:00 P.M.

Supper - 6:00 P.M. to 7:00 P.M.

All reimbursements for meals covered under this contract to be made only upon presentation of a valid receipt for the expenses incurred, as provided in N.J.S.A. 2A:168-8.

When officers are required to remain on duty beyond the hours when the Courts and the Probation Office are closed or when officers are required to perform standby duty in connection with coverage of temporary detention hearings at the Mercer County Youth House, or wherever held, on holidays or weekends (Saturdays or Sundays), their schedules for that day or the preceding or following day shall be diminished by the number of hours actually worked beyond the hours when the Courts and the Probation Office are closed. Officers on standby duty on official county holidays who prepare for and participate in temporary detention hearings at the Mercer County Youth House will receive one full day of

compensatory time to be taken within 30 days of such duty or it shall be deemed waived by the officer. If such scheduling interferes with the operation of the Probation Department or cannot be scheduled on those days, it shall be scheduled within 30 days in accordance with the request of the employee. If such time is not taken within 30 days, it shall be deemed waived by the employee. The provisions of this paragraph are effective on the date the contract is signed by the county judges.

5. Each officer who uses his automobile in the course of performance of his duties shall receive the cost of his automobile liability insurance coverage for an automobile used for business purposes less whatever the same liability insurance would cost for non-business purposes. The liability coverage involved shall not exceed Bodily Injury, \$100,000 each person \$300,000 each occurrence; and Property Damage \$25,000 each occurrence. In the event an officer desires higher limits of coverage, he will have to pay the excess premium.

\* Reimbursement by the county will be upon presentation of a statement from the insurance company or broker setting forth the costs involved upon renewal of an officer's policy.

In the event the county supplies a pool of automobiles for official use by the officers and there is a desire to reduce benefits under this clause, it may be renegotiated if requested by either party to the contract.

If an officer's personal automobile is damaged while being used in connection with his official duties, (not including

commuting between home and office) and recovery for such damage is reduced by a deductible provision in his insurance policy covering collision, then Mercer County shall reimburse the officer in an amount equal to 1/2 of the deductible amount. Such reimbursement will be made upon presentation of a copy of the insurance company settlement statement and proof that the automobile was being used for official business, as indicated above, at the time the accident occurred.

6. In addition to the automobile liability insurance reimbursement set forth in paragraph #5 above, officers will be reimbursed for the actual number of miles their personal automobile is used for official Probation Department business. The amount of such reimbursement to be adjusted based on changes in the average price of a gallon of regular gasoline in the Philadelphia Area. This average is as prepared by the United States Department of Labor. Application of this provision will be as follows:

<u>Average price per gallon greater than</u>	<u>but less than</u>	<u>Amount of Reimbursement for each business mile traveled</u>
\$0.249	\$0.35	\$0.12
0.349	0.45	0.13
0.449	0.55	0.14
0.549	0.65	0.15
0.649	0.75	0.16

When the average price falls below \$0.249 per gallon, reimbursement will remain at \$0.12 per mile and when the average price exceeds \$0.649 per gallon, reimbursement will remain at

\$0.16 per mile. In the event this occurs, the amount of reimbursement may be subject to re-negotiation upon request of any of the parties to this contract.

Officers will not be reimbursed for mileage incurred during travel between the Probation Office and their place of residence. Where business travel is in conjunction with such commutation, reimbursement will be made only for mileage in excess of normal commutation mileage.

This paragraph is to be effective the first day of the month following the signing of this contract.

7. In the event the county provides a dental insurance plan during the term of this contract for other general county employees, such coverage shall also cover probation officers under the same terms and conditions that are applied to such other general county employees.

8. Longevity - Every full time officer, provisional or permanent, shall be paid longevity payments on a prorated basis with each salary check during the calendar year and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200.00 commencing with the first day of the first full pay period following five (5) years of continuous service and for the completion of each additional five (5) years of continuous service thereafter, shall have added to their gross per annum pay an additional \$200.00.

Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative periods of service with the County of Mercer. Nothing contained in this article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the execution of this contract.

Such additional longevity payments shall be paid, notwithstanding the maximum salary heretofore provided for such employment or for future employment.

9. Dollar Co-Pay Drug Plan - On the first day of the month following the signing of this agreement, the officers will be covered under the same drug plan that has been provided for the other employees of Mercer County.

10. Probation Officers may reside anywhere in the State of New Jersey as long as such residence is within a reasonable distance of the location of the Probation Department.

11. It is agreed that the Chief Probation Officer, as the representative of the Judges, and the representatives of the Union shall meet occasionally, upon request of either party, to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

12. The principle of seniority shall govern in the selection and scheduling of vacation periods, provided that adherence to such a practice does not disrupt the normal operations of the Probation Department.



13. In case an officer receives a provisional appointment by the Judges to serve for an extended or indefinite period in a position higher than his permanent Civil Service rank, he shall be entitled to and receive the established salary for the position during the period such appointment is in effect.

14. Officers who become ill while on vacation, shall be permitted to substitute accrued sick leave credits for accrued vacation credits during such illness, provided the Chief Probation Officer or his designated representative is promptly notified of the occurrence of the illness and the desire of the employee to substitute such credits as described herein.

15. Officers who exhaust their accrued sick leave credits during any illness, may request and shall be permitted to convert and use accrued vacation credits during the continuation of that illness, provided the Chief Probation Officer or his designated representative is promptly notified of the desire of the Officer to substitute such credits as described herein.

16. Within budgetary limitations and in adherence to the provisions of N.J.S.A. 2A:168-8, probation officers may attend approved meetings, seminars and conferences on corrections, social work and related disciplines, for which their traveling and maintenance expenses shall be paid out of the county treasury.

17. Time off with pay shall be provided for official representatives of the Union, not to exceed two employees, for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time

off is in adherence to N.J.S.A. 38:23-2, is otherwise reasonable and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

18. The Union shall furnish to the Chief Probation Officer the names of two Probation Officers who are to be designated as Union Stewards for the purpose of handling grievances. One officer shall be the primary representative with the second officer to act as assistant and/or substitute representative. The stewards may call upon other bona fide representatives of the Union, who are not employees of the Probation Department for assistance, if unable to resolve the problem on their own.

19. No suspension may be given to any officer without a formal hearing in which charges are specified. The determination of such a hearing shall be subject to a grievance procedure.

20. As authorized by N.J.S.A. 34:13A-5-3, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1. The grievance shall first be taken to the employee's immediate supervisor, i.e., the Principle Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time, within three working days, if possible. At this level, a complaint need not be in writing;

Step 2. If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days thereafter.

Step 3. If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

- a. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
- b. He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative from outside the Probation Department to hear and make recommendations for disposition.
- c. He may request the matter to be heard by an impartial arbitrator, who shall be selected by the agreement of both parties in accordance with the conventionally used rules and procedures utilized for this purpose by recognized public and private arbitration agencies;

- (1) The decision of the arbitrator shall be final and binding on both parties;

(2) The cost of arbitration shall be borne  
equally by the parties to the contract.

It is expressly understood that the right to submit a grievance to binding arbitration as outlined in Step 3-c above, is limited exclusively to the provisions of this Agreement. Other grievances not associated with the provisions of this Contract shall be subject only to the application of Steps 1, 2 and 3a and b, for their resolution. In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Union designated to represent him pursuant to this Agreement.

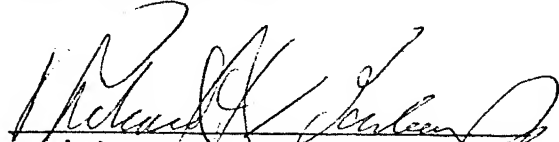
21. Upon written authorization from any employee who is covered by this Agreement, the County has agreed to deduct from his pay each calendar month the Union dues, as fixed by the Union, which dues shall after deduction be remitted to Ben Merker, Secretary-Treasurer, Teamsters Local 102, Box 318, Rockaway, New Jersey. Such practice shall continue during the life of this contract provided the agreement between the County Court Judges and the county official remains in effect.


22. The provisions of this Agreement shall remain in effect until December 31, 1977, without changes or modification. By mutual concurrence of both parties, said provisions may be continued for an additional calendar year. A written notice to terminate or modify this Contract is required to be given at least sixty (60) days prior to the anniversary date. Should any provi-

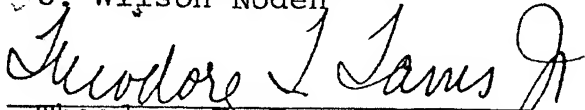
sion be found in violation of any law or of any rule having the force and effect of law, all other provisions shall remain in effect for the duration of this Agreement.

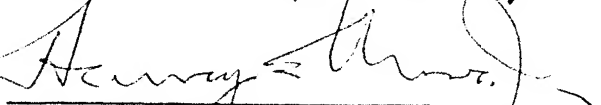
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this Twenty-first day of September, 1976.

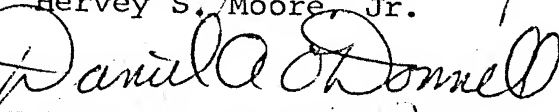
FOR THE JUDGES

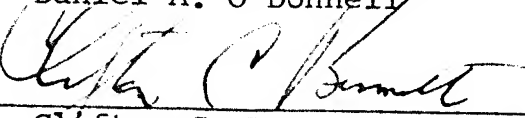
  
Richard J. S. Barlow, Jr.

  
J. Wilson Noden

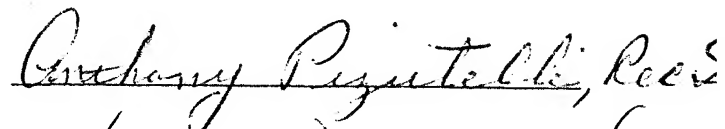
  
Theodore T. Tams, Jr.

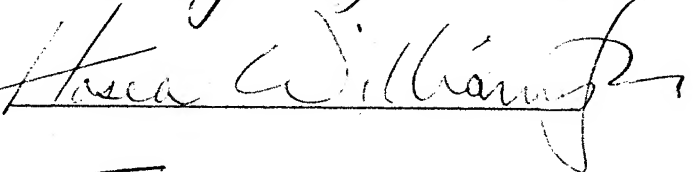
  
Hervey S. Moore, Jr.

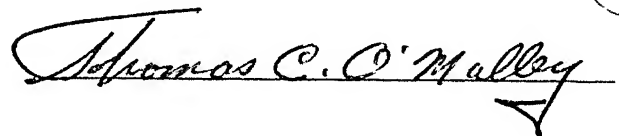
  
Daniel A. O'Donnell

  
Clifton C. Bennett

FOR THE UNION







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